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**UNDING AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
CITY OF SOUTH SAN FRANCISCO  
FOR DESIGN OF THE SMART CORRIDOR EXTENSION PROJECT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a Joint Powers Agency within the County of San Mateo, hereinafter called “C/CAG,” and the CITY OF SOUTH SAN FRANCISCO, a public agency, hereinafter called “CITY” (each a “Party” and collectively the “Parties”).

WITNESSETH

**WHEREAS**, the C/CAG sponsored San Mateo County Smart Corridor Project (Smart Corridor) is an Intelligent Transportation System (ITS) project that extends along El Camino Real and major local streets connecting to US-101 and enables cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway; and

**WHEREAS**, C/CAG, City of South San Francisco, and Caltrans desire to extend the Smart Corridor into the City of South San Francisco which includes the installation of fiber optic communication network as well as deployment of an interconnected traffic signal system, closed circuit video cameras, trailblazer/arterial dynamic message signs, and vehicle detection systems (South San Francisco Smart Corridor Extension Project); and

**WHEREAS**, CITY is designated as the Lead Agency for the design and construction phases, including contract administration, and construction inspection for the South San Francisco Extension Project.

**WHEREAS**, the cost to design the South San Francisco Smart Corridor Extension Project, hereinafter referred to as “PROJECT”, including consultant fees, City staff time, and contingency is \$360,000; and

**WHEREAS**, the C/CAG Board of Directors, by resolution on November 14, 2019, approved the provision of up to \$240,000 in State Transportation Improvement Program (STIP) funds and \$120,000 in Measure M Vehicle Registration Fee funds to CITY; and

**WHEREAS**, C/CAG and the CITY desire to enter into a funding agreement to specify each party’s obligations for implementing and funding the Project.

**NOW, THEREFORE, IT IS HEREBY AGREED** by the Parties hereto, as follows:

1. SCOPE OF SERVICES

The CITY shall serve as the lead agency for the PROJECT as described in Exhibit A. CITY shall follow the procedures established by Caltrans in administering the Architectural and Engineering (A&E) Consultant contract for work performed for this PROJECT as applicable to being reimbursed STIP funds.

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2. TIME OF PERFORMANCE

This Agreement is effective as of the date first written above and will terminate on December 30, 2020. Either Party may terminate the Agreement without cause by providing thirty (30) days' advance written notice to the other.

3. FUNDING AND METHOD OF PAYMENT

- a) C/CAG agrees to reimburse the CITY up to \$360,000 for the PROJECT on a reimbursement basis. If C/CAG terminates this Agreement pursuant to Section 2, C/CAG shall reimburse the CITY, per the cost-share arrangement agreed to herein, for costs incurred up to the date of termination.
- b) The CITY shall submit billings accompanied by the activity reports and paid invoices issued by the CITY's contractor or the CITY's progress payments as proof that PROJECT services were rendered and paid for by the CITY. Such invoices and accompanying documentation shall be delivered or mailed to C/CAG as follows:

C/CAG  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: John Hoang

- c) Upon receipt and approval of the invoice and its accompanying documentation, C/CAG shall pay the amount claimed under each invoice, up to the maximum amount available pursuant to this Agreement, within thirty (30) days of C/CAG's receipt and approval of the invoice.
- d) Subject to duly executed amendments, it is expressly understood and agreed that in no event will C/CAG's total funding commitment under this Agreement exceed \$360,000, unless revised in writing and approved by C/CAG and the CITY.

4. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the CITY. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. NOTICES

All notices or other communications to either Party by the other shall be deemed given when made in writing and delivered or mailed to such Party at their respective addresses as follows:

To C/CAG:	C/CAG
	555 County Center, 5 <sup>th</sup> Floor

DRAFT  
Redwood City, CA 94063  
Attention: John Hoang

To The CITY:                      City of South San Francisco  
   P.O. Box 711  
   South San Francisco, CA 94083  
   Attention: Eunejune Kim, Public Works Director

6.        INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant or contractor retained by either of the Parties under this Agreement are performed as independent contractors and not as employees or agents of the other Party. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the CITY and C/CAG.

7.        MUTUAL HOLD HARMLESS

- a.        The CITY shall defend, save harmless, and indemnify C/CAG, and its directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the CITY, its directors, officers, agents, and/or employees.
- b.        C/CAG shall defend, save harmless, and indemnify the CITY, and its directors, officers, agents, and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of C/CAG, its directors, officers, agents, and/or employees.
- c.        In the event of concurrent negligence of the CITY, its directors, officers, agents, and/or employees, and C/CAG, its directors, officers, agents, and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- d.        This indemnification provision will survive termination or expiration of this Agreement.

8. GOVERNANCE

This Funding Agreement will be governed by the laws of the State of California, and any suit or action initiated by any Party must be brought in the County of San Mateo, California.

**IN WITNESS WHEREOF**, the Agreement has been executed by the Parties hereto as of the day and year first written above.

CITY OF SOUTH SAN FRANCISCO

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF SAN MATEO COUNTY

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City Manager

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Maryanne Moise Derwin, C/CAG Chair

Approved as to form:

Approved as to form:

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Legal Counsel

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Legal Counsel for C/CAG

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EXHIBIT A**

**City of South San Francisco Smart Corridor Extension Project**

**PROJECT DESCRIPTION**

The City of South San Francisco Smart Corridor Extension Project (Project) will expand the San Mateo County Smart Corridors concept north into the City of South San Francisco and includes the following arterial streets: Airport Boulevard, Oyster Point Road, Gateway Boulevard, and Grand Avenue (the Project). The Project will encompass the design of the Intelligent Transportation System (ITS) infrastructure that will support the overall San Mateo County Smart Corridors program.

This Project continues the implementation efforts of the San Mateo County Smart Corridors effort, initiated by the City/County Association of Governments (C/CAG) and the San Mateo County Transportation Authority, as a means to develop an alternate routes plan for the San Mateo County US-101 corridor system. The Project focuses on predefining emergency alternate routes to be used in an event of a major traffic incident along Highway 101 that causes traffic to divert off the freeway and onto the local street network. The alternate routes provide diverting freeway traffic a clear path around major freeway incidents thereby minimizing the impact to residents and businesses of local jurisdictions caused by major traffic incidents. The overall Smart Corridor Project aims to provide local agencies remote access to ITS elements while providing the capability for the Caltrans District 4 Traffic Management Center (in Oakland) to manage the ITS elements and the roadway network during major incidents.

**SCOPE OF SERVICES**

The City of South San Francisco is responsible for the preparation of detailed Plan, Specifications and Estimates (PS&E) for construction and deployment of the Project, which includes bidding assistance and design support during construction. The San Mateo County Smart Corridors South San Francisco Expansion project includes the design of fiber optic cable in new conduit, wireless communications, traffic signal controller upgrades and replacement, Closed Circuit Television (CCTV) cameras, system detection, Arterial Dynamic Message Signs (ADMS), Arterial System Detection / Microwave Vehicle Detection System (MVDS) and Trailblazer Signs along the project corridors, which include: Airport Boulevard from San Bruno Avenue to north City limits, Oyster Point Boulevard from Gateway Boulevard to Airport Boulevard, Gateway Boulevard from Airport Boulevard to Oyster Point Boulevard, and Grand Avenue from Airport Boulevard to Canal Street via Spruce Avenue (which serves as a communications connection point to the City Public Works building). The corridors and preliminary field device locations are shown below.



The South San Francisco Expansion project will utilize previous Smart Corridor Projects as the basis for design, particularly the fiber assignments. It is estimated that a portion of work will be located on the state right of way and that the project will follow the Caltrans Permit Engineering Evaluation Report (PEER) delivery process.

## COST

C/CAG will reimburse the City in an amount not to exceed \$360,000, pursuant to the provisions of Section 3 of the Agreement. The estimated project budget includes: \$280,000 – Consultants; \$56,000 – Contingency; \$24,000 City Staff Time.